

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY INTEREST												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Control 3, LLC</td> <td></td> <td>06/03/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Control 3, LLC		06/03/2011	LIMITED LIABILITY COMPANY: DELAWARE					
Name	Formerly	Execution Date	Entity Type										
Control 3, LLC		06/03/2011	LIMITED LIABILITY COMPANY: DELAWARE										
RECEIVING PARTY DATA													
Name:	NXT Capital, LLC, as Agent												
Street Address:	191 North Wacker Drive												
Internal Address:	Suite 1200												
City:	Chicago												
State/Country:	ILLINOIS												
Postal Code:	60606												
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE												
PROPERTY NUMBERS Total: 3													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>1990944</td> <td>TRACEABLE</td> </tr> <tr> <td>Registration Number:</td> <td>2546233</td> <td>SUPER FRIENDLY AIR'IT</td> </tr> <tr> <td>Registration Number:</td> <td>2546229</td> <td>SUPER FRIENDLY FREEZE'IT</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	1990944	TRACEABLE	Registration Number:	2546233	SUPER FRIENDLY AIR'IT	Registration Number:	2546229	SUPER FRIENDLY FREEZE'IT	
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Registration Number:	1990944	TRACEABLE											
Registration Number:	2546233	SUPER FRIENDLY AIR'IT											
Registration Number:	2546229	SUPER FRIENDLY FREEZE'IT											
CORRESPONDENCE DATA													
Fax Number:	(312)577-4688												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	(312)577-8416												
Email:	carole.dobbins@kattenlaw.com												
Correspondent Name:	Carole Dobbins c/o Katten Muchin												
Address Line 1:	525 W. Monroe St.												
Address Line 4:	Chicago, ILLINOIS 60661												
ATTORNEY DOCKET NUMBER:	342663-00008												
NAME OF SUBMITTER:	Carole Dobbins												

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TRADEMARK
REEL: 004555 FRAME: 0169

Signature:	/Carole Dobbins/
Date:	06/06/2011
Total Attachments: 4 source=tsa#page1.tif source=tsa#page2.tif source=tsa#page3.tif source=tsa#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 3rd day of June, 2011, by Control 3, LLC, a Delaware limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of June 3, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of June 3, 2011, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.


2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CONTROL 3, LLC

By: 
Name: Robert G. Calton III
Title: President and Chief Executive Officer

Trademark Security Agreement

TRADEMARK
REEL: 004555 FRAME: 0172

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC,
as Agent

By: Amanda Ferguson
Name: Amanda Ferguson
Title: Vice President

SCHEDULE 1

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
Traceable®	1,990,944	8/6/96	USA
Super Friendly Air'It®	2,546,233	3/12/2	USA
Super Friendly Freeze'It®	2,546,229	3/12/02	USA

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
None.			